

<b>REQUEST FOR QUOTATION</b> (This is NOT an Order)		This RFQ <input type="checkbox"/> is <input checked="" type="checkbox"/> is not a small business set-aside			Page 1 Of 18	
1. Request No. W58RGZ-04-T-1051	2. Date Issued 2004SEP13	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA1		
<b>5A. Issued By</b> US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-LS-A REDSTONE ARSENAL AL 35898-5280			<b>6. Deliver by (Date)</b> See Schedule			
			<b>7. Delivery</b> <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other			
<b>5B. For Information Call: (Name and telephone no.) (No collect calls)</b> JAMES BAILEY (256)955-9209 EMAIL: JAMES.BAILEY@REDSTONE.ARMY.MIL			<b>9. Destination (Consignee and address, including Zip Code)</b>       See Schedule			
<b>8. To: Name and Address, Including Zip Code</b> MEGGITT AIRDYNAMICS INC 2616 RESEARCH DRIVE CORONA, CA. 92882-6917						
<b>10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)</b> 2004OCT13		<b>IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.</b>				
<b>11. Schedule (Include applicable Federal, State, and local taxes)</b>						
Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)	
	(See Schedule)					
<b>12. Discount For Prompt Payment</b>		<b>a. 10 Calendar Days</b> %	<b>b. 20 Calendar Days</b> %	<b>c. 30 Calendar Days</b> %	<b>d. Calendar Days</b>	
					Number	Percentage
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>						
<b>13. Name and Address of Quoter (Street, City, County, State and Zip Code)</b>			<b>14. Signature of Person Authorized to Sign Quotation</b>		<b>15. Date of Quotation</b>	
			<b>16. Signer</b>			
			<b>a. Name (Type or Print)</b>		<b>b. Telephone</b>	
<b>c. Title (Type or Print)</b>		Area Code		Number		

**Name of Offeror or Contractor:** MEGGITT AIRDYNAMICS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 2915-01-179-4182 FSCM: 58163 PART NR: 15322 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: PUMP,FUEL,METERING PRON: AX462514AX      PRON AMD: 02 AMS CD: 070011  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW PACKAGING REQUIREMENTS UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL <u>REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD</u> 001   W58H0Z42120732   W62G2T    J                                  2 <u>DEL REL CD                  QUANTITY                  DAYS AFTER AWARD</u> 001                                  3                                  0175  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T)    XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON                                  CA 95296-0130  DOC                                  SUPPL <u>REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD</u> 002   W58H0Z42120733   W25G1U    J                                  2 <u>DEL REL CD                  QUANTITY                  DAYS AFTER AWARD</u> 001                                  39                                  0175  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U)    XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND                                  PA 17070-5001	42	EA	\$ _____	\$ _____

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
1	52.211-4001	STATEMENT OF WORK - EFFECTIVE DATES FOR SPECIFICATIONS AND STANDARDS (USAAMCOM)	OCT/1992

The Department of Defense (DOD) Index of Specifications and Standards (DODISS) to be used in this solicitation/contract is the issue dated July 1, 2004 with supplement dated September 1, 2004. The DODISS shall be used to determine effective dates for specifications and standards listed therein, except where this solicitation/contract specifically identifies a listed specification or standard by title, number and date.

(End of Clause)

PACKAGING AND MARKING

2	52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUL/2001
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If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

(End of Clause)

3	52.247-4700	BAR CODE MARKINGS (USAAMCOM)	JUN/2003
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Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39.

(End of Clause)

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SPECIAL CONTRACT REQUIREMENTS

4	52.243-4000	ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, & SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS	NOV/2003
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- (a) Format: Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Waivers (RFWs), collectively referred to as "proposals", shall be prepared in accordance with the format and requirements specified in the following paragraphs:
- (1) Class I ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.
- (2) Long Form Procedure: Class I changes to the CI require that AMSAM-RD Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.
- (3) Short Form Procedure: ECPs and VECPs , which meet the requirements of Class II ECPs, shall be prepared using AMSAM-RD Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Contract Management Office (CMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."
- (4) The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved a RFD. RFDs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530 (Type I).
- (5) The Contractor shall not submit items for acceptance that include a known departure from the requirements, unless the Government has approved a RFW (AMSAM-RD Form 527) or Type II RFD (AMSRD-AMR Form 530).
- (6) Each ECP, RFD or RFW submitted shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFW proposal submitted.
- (7) Classification of RFDs/RFWs.
- (a) Major RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as major when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.
- (b) Critical RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as critical when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.
- (c) Minor RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as minor when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs 7(a) or 7(b), or when there is a departure from a requirement classified as minor in the contractual documentation.
- (8) Proposals shall include sufficient technical data to describe all changes from existing contract requirements.
- (9) Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.
- (10) Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.
- (11) Times allowed for technical decisions for ECP and RFD/RFW proposals will be worked out via mutual agreement between the Contractor and the Government.

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(12) The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.

(13) Proposals for VECs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount. Proposals that involve aggregate increases or decreases in cost plus applicable profits in excess of \$550,000 will require the submission to the Contracting Officer of an executed Certificate of Current Cost or Pricing Data in accordance with FAR 15.406-2.

(14) The Contractor shall utilize AMSAM-RD Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

(15) The Contractor shall utilize AMSAM-RD Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

(b) Submittal: The Contractor shall submit two (2) copies of each proposal to the responsible ACO. One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the Administrative Contracting Officer (ACO), stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECs, RFWs or RFDs will be submitted to the Contracting Officer for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

(c) Distribution:

(1) Electronic Distribution

The preferred method of distribution is via submission through the Internet E-mail System to the Government Contracting Officer. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the AMCOM Acquisition Center Website (<https://wwwproc.redstone.army.mil/acquisition>) by clicking on "Forms/Checksheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the Government Contracting Officer. Contractors who do not have access to the AMCOM Acquisition Center Website will need to contact the Contracting Officer, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (AMSRD-AMR-SE-TD) to have the AMSAM forms sent to their facility.

(2) Hard Copy Distribution

For each Class I or II ECP, or each RFD/RFW that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the Contracting Officer and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the Contracting Officer, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the Contracting Officer. Assistance in preparing any of these proposals may be obtained from the ACO or AMCOM Change Control Point at:

Commander  
U. S. Army Aviation and Missile Command  
ATTN: AMSRD-AMR-SE-TD-CM  
Redstone Arsenal, Al 35898-5000  
Telephone: 256-876-1335

For each VEC that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the Contracting Officer and one copy to the ACO. Upon receipt of any VEC that is submitted to the Contracting Officer, the ACO shall immediately submit DCMA's written evaluation to the Contracting Officer. The Contractor shall also submit one copy of the VEC to the AMCOM Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECs may be obtained from the VEPM.

Commander  
U.S. Army Aviation and Missile Command  
ATTN: AMSRD-AMR-SE-IO-VE  
Redstone Arsenal, Al 35898-5000  
Telephone: 256-876-8163

(d) Government Acceptance: Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

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(End of clause)

CONTRACT CLAUSES

5	52.209- 6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
6	52.211- 5	MATERIAL REQUIREMENTS	AUG/2000
7	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
8	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
9	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
10	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
11	52.222-21	PROHIBITION ON SEGREGATED FACILITIES	FEB/1999
12	52.222-26	EQUAL OPPORTUNITY	APR/2002
13	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
14	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
15	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
16	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	DEC/2003
17	52.232- 1	PAYMENTS	APR/1984
18	52.232- 8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
19	52.232-11	EXTRAS	APR/1984
20	52.232-25	PROMPT PAYMENT	OCT/2003
21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
22	52.233- 1	DISPUTES	JUL/2002
23	52.233- 3	PROTEST AFTER AWARD	AUG/1996
24	52.246- 2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
25	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
26	52.247-34	F.O.B. DESTINATION	NOV/1991
27	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
28	52.249- 1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
29	52.253- 1	COMPUTER GENERATED FORMS	JAN/1991
30	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
31	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
32	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) - ALTERNATE A	NOV/2003
33	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
34	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAY 2004) - ALTERNATE I	APR/2003
35	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
36	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
37	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE III	MAY/2002
38	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) - ALTERNATE I	DEC/2001

NOTICE: The following term(s) of this clause are waived for this contract:

-1-

39	52.213-4002	ADDITIONAL CLAUSES INCORPORATED BY REFERENCE FOR BILATERAL PURCHASE ORDERS/MODIFICATIONS (USAAMCOM)	AUG/2001
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The following clauses are incorporated in and apply only when the contractor's written acceptance is required by Block 16 of the DD Form 1155, Order for Supplies or Services, or in Block 15 of a SF 30, Amendment of Solicitation/Modification of Contract:

CLAUSE TITLE	REFERENCE	DATE
1. CHANGES--FIXED PRICE .....	52.243-1.....	(AUG 1987)
2. PRICING OF CONTRACT MODIFICATIONS .....	252.243-7001.....	(DEC 1991)

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3. TERMINATION FOR CONVENIENCE  
OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM).....52.249-1..... (APR 1984)
4. DEFAULT (FIXED-PRICE SUPPLY  
AND SERVICE) .....52.249-8 ..... (APR 1984)

(End of Clause)

40            52.211- 2            AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECS AND            DEC/2003  
STDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQ MGMT SYSTEMS AND  
DATA REQUIREMENTS CONTROL LIST, DOD 5010.12L

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained --

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the:

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2179  
Facsimile (215) 697-1462.

(End of provision)

41            52.222-21            PROHIBITION OF SEGREGATED FACILITIES            FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."

(End of clause)

42            52.244- 6            SUBCONTRACTS FOR COMMERCIAL ITEMS            JUL/2004

(a) Definitions. As used in this clause --

"Commercial item", as used in this clause, has the meaning contained in Federal Acquisition Regulation 2-101, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates

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of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplies under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) The following clauses shall be flowed down to subcontracts for commercial items:
  - (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
  - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
  - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels, not applicable to the Department of Defense.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

43            52.246-11            HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)            FEB/1999  
 The Contractor shall comply with the higher-level quality standard titled Quality systems--Model for quality assurance in design, development, production, installation and servicing, American National Standards Institute/American Society for Quality Control (ANSI/ASQC) Q9002 (International Organization for Standardization (ISO) 9002) or comparable system or a Department of Defense approved quality system SPI.

(End of clause)

44            52.252- 2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998  
 This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses:  
[www.arnet.gov/far](http://www.arnet.gov/far)

DFARS Clauses:  
[www.acq.osd.mil/dp/dars/dfars.html](http://www.acq.osd.mil/dp/dars/dfars.html)



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Clause Deviations:

[www.acq.osd.mil/dp/dars/classdev.html](http://www.acq.osd.mil/dp/dars/classdev.html)

(End of clause)

45                      52.252- 6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF CLAUSE)

46                      252.211-7005                      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                      FEB/2003

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmil.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal  
Specification or Standard: \_\_\_\_\_

Affected Contract Line Item  
Number, Subline Item Number,  
Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror --

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**Name of Offeror or Contractor:** MEGGITT AIRDYNAMICS INC

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

47 52.211-4008 REVISIONS TO DRAWINGS/PART NUMBERS (USAAMCOM) JUL/2001

(a) Sources in receipt of this solicitation are requested, at no cost to the Government, to immediately notify the Contracting Officer if they are aware of any change(s)/revision(s) to the drawing(s) or part number(s) in this solicitation which have been approved by the Government for implementation. Notification of part number changes shall be supported by data which indicates the type of change, approving authority as required by MIL-STD-973 and date and method of submittal of provisioning documentation and drawings. If complete data package has not been previously provided, the contractor shall, at no direct cost to the Government, immediately submit applicable drawings, along with a copy of the approval change authority, to the Contracting Officer, at the office symbol and mailing address listed in the "ISSUED BY" block on page one (1) of this document. The minimum acceptable data includes the next higher assembly and the item of Supply Detail Drawings which will allow provisioning, National Stock Number assignment and updating of AMCOM's data records.

(b) The contractor hereby verifies previous contractual submission of technical data:

Contract No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Explanation of Data Rights: \_\_\_\_\_

(c) The Government is not by this request soliciting, nor is the Government liable for cost incurred by the offeror in preparing or developing modifications, deviations, waivers, or other changes to drawings or part number(s). Furthermore, this request does not authorize changes to the drawing(s) or part number(s) for this acquisition, another contract, or for any other purpose. Offerors performing any contract awarded as a result of this solicitation must comply with the drawing(s) and specifications as set forth herein, unless this solicitation is amended or any resulting contract is modified by the Contracting Officer.

(d) All proposed part number changes shall be submitted pursuant to the requirements of the clause entitled, "Engineering Change Proposal (ECP), Value Engineering Change Proposal (VECP), Request for Deviation (RFD), and Request for Waiver (RFW) (USAAMCOM).

(End of Clause)

48 52.242-4001 PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM) OCT/2000

(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the PRON number when cited in the contract.

(b) The mailing address for the distribution of DD Form 250 (MIRR) to the National Inventory Control Point/Inventory Control Manager is as follows:

Commander  
U.S. Army Aviation and Missile Command  
ATTN: AMSAM-AC-LS  
Redstone Arsenal, AL 35898-5000

(c) When the solicitation includes Foreign Military Sales (FMS) requirements, the Contractor shall forward one (1) copy of the DD Form 250 (MIRR) and one copy of the shipping document to the Foreign Military Sales Representatives at the following address:

Commander  
U.S. Army Aviation and Missile Command  
ATTN: AMSAM-SA  
Redstone Arsenal, AL 35898-5000

(End of clause)

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49 52.246-4003 TERMINOLOGY/CALIBRATION (USAAMCOM) AUG/1996  
(a) TERMINOLOGY.

Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance - Vocabulary.

(b) CALIBRATION. (Applicable if a military or a commercial quality system is selected for use.)

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI/NCSL) Z540-1-1994 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012-1:1992 (Quality Assurance Requirements for Measuring Equipment).

(End of clause)

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LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	PACKAGING REQUIREMENTS	06-AUG-2004	002	MAIL

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offeror.
L	Instructions And Conditions, and Notices to Offerors.

**Name of Offeror or Contractor:** MEGGITT AIRDYNAMICS INC

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

50	52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	FEB/2001
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\* Insert -1- in the first blank and -2- in the second blank within paragraph (b) of the above referenced clause.

51	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)	APR/2002
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(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336412.

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is; ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is; ( ) is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it     ( ) is; ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is; ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it     ( ) is; ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that --

(i) It \_\_\_\_ is, \_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \_\_\_\_\_ is, \_\_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror has represented itself as disadvantaged in paragraph (b)(2) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Phillippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

**Name of Offeror or Contractor:** MEGGITT AIRDYNAMICS INC

(c) Definitions. As used in this provision --

"Service-disabled veteran-owned small business concern," --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern means a small business concern" --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52

52.222-18

CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS

FEB/2001

(a) Definition. Forced or indentured child labor means all work or service --

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

Name of Offeror or Contractor: MEGGITT AIRDYNAMICS INC

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

-1-	-2-
-----	-----

(c) Certification. The government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

53	52.207- 4	ECONOMIC PURCHASE QUANTITY - SUPPLIES	AUG/1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.


(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(END OF PROVISION)

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54	52.215-6	PLACE OF PERFORMANCE	OCT/1997
(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.			
(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:			
Place of Performance (Street Address, City, County, State, Zip Code)		Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter	
<hr/> <hr/> <hr/> <hr/>		<hr/> <hr/> <hr/> <hr/>	
(END OF PROVISION)			

55	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
The offeror represents that -			
(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;			
(b) It ( ) has, ( ) has not, filed all required compliance reports; and			
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.			
(End of provision)			

56	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
The offeror represents that (a) it ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.			
(END OF PROVISION)			

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

57	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
Any contract awarded as a result of this solicitation will be a ( ) DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.			
(END OF PROVISION)			

58	52.252- 1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:			



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FAR Clauses:  
www.arnet.gov/far

DFARS Clauses:  
www.dtic.mil/dfars

Clause Deviations:  
www.acq.osd.mil/dp/dars/classdev.html

(End of provision)

59                    252.217-7026                    IDENTIFICATION OF SOURCES OF SUPPLY                    NOV/1995  
(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line	National		Commercial	Source of Supply			Actual
	Stock	Number		Item	Company	Address	Mfg
	<u>Items</u>	<u>Number</u>	<u>(Y or N)</u>	<u>Company</u>	<u>Address</u>	<u>Part No.</u>	<u>Mfg</u>
	(1)	(2)	(3)	(4)	(4)	(5)	(6)
	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none"

(3) Use "Y" if the item is a commercial item; otherwise, use "N". If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer, "N" if it is not; and "U" if unknown.

(End of provision)

60                    52.211-4008                    REVISIONS TO DRAWINGS/PART NUMBERS (USAAMCOM)                    JUL/2001  
(a) Sources in receipt of this solicitation are requested, at no cost to the Government, to immediately notify the Contracting Officer if they are aware of any change(s)/revision(s) to the drawing(s) or part number(s) in this solicitation which have been approved by the Government for implementation. Notification of part number changes shall be supported by data which indicates the type of change, approving authority as required by MIL-STD-973 and date and method of submittal of provisioning documentation and drawings. If complete data package has not been previously provided, the contractor shall, at no direct cost to the Government, immediately submit applicable drawings, along with a copy of the approval change authority, to the Contracting Officer, at the office symbol and mailing address listed in the "ISSUED BY" block on page one (1) of this document. The minimum acceptable data includes the next higher assembly and the item of Supply Detail Drawings which will allow provisioning, National Stock Number assignment and updating of AMCOM's data records.

(b) The contractor hereby verifies previous contractual submission of technical data:

Contract No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-04-T-1051 <b>MOD/AMD</b>	<b>Page 18 of 18</b>
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Explanation of Data Rights:\_\_\_\_\_

(c) The Government is not by this request soliciting, nor is the Government liable for cost incurred by the offeror in preparing or developing modifications, deviations, waivers, or other changes to drawings or part number(s). Furthermore, this request does not authorize changes to the drawing(s) or part number(s) for this acquisition, another contract, or for any other purpose. Offerors performing any contract awarded as a result of this solicitation must comply with the drawing(s) and specifications as set forth herein, unless this solicitation is amended or any resulting contract is modified by the Contracting Officer.

(d) All proposed part number changes shall be submitted pursuant to the requirements of the clause entitled, "Engineering Change Proposal (ECP), Value Engineering Change Proposal (VECP), Request for Deviation (RFD), and Request for Waiver (RFW) (USAAMCOM).

(End of provision)